

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

CHROMAR SYSTEMS, INC., *et al.*,

Plaintiffs,

v.

ALCATEL-LUCENT ENTERPRISE, USA, INC.,

Defendant.

6:15-CV-163-JDL

FINAL JUDGMENT

A jury trial regarding the claims of Plaintiffs Chromar Systems, Inc. and Chromar Holding Company (collectively, “Chrimar”) against Defendant ALE USA Inc. (“ALE”), and regarding ALE’s legal defenses and counterclaims, commenced on October 3, 2016. The jury returned its unanimous verdict on October 7, 2016. [ECF 349]. Based on the jury’s verdict, the entirety of the record available to the Court, and the Court’s rulings on the parties’ respective post-trial motions, the Court enters this Final Judgment fully and finally disposing of all claims by and between Chromar and ALE.

The Court ORDERS, ADJUDGES, DECREES, and DECLARES as follows:

- ALE stipulated that the accused PoE Products infringe the following claims, as construed by the Court, based on Chromar’s PoE Standards compliance-based theory of infringement:
 - claims 31, 35, 43, and 60 (which depends from claim 59, across claims 31, 35, and 43) of U.S. Patent Number 8,155,012 (“the ’012 Patent”);
 - claims 1, 5, 72, and 103 (across claims 1, 5, and 72) of U.S. Patent Number 8,942,107 (“the ’107 Patent”);

- claims 1, 59, 69, 72 (across claims 1, 59, and 69), and 145 of U.S. Patent Number 8,902,760 (“the ’760 Patent”); and
 - claims 1, 7, and 26 of U.S. Patent Number 9,019,838 (“the ’838 Patent”).
- Consistent with the jury verdict, the following claims of the ’012 Patent, the ’107 Patent, the ’760 Patent, and the ’838 Patent are not invalid, and they are enforceable:
 - claims 31, 35, 43, and 60 (which depends from claim 59, across claims 31, 35, and 43) of the ’012 Patent;
 - claims 1, 5, 72, and 103 (across claims 1, 5, and 72) of the ’107 Patent;
 - claims 1, 59, 69, 72 (across claims 1, 59, and 69), and 145 the ’760 Patent; and
 - claims 1, 7, and 26 of the ’838 Patent.
- The Court awards actual damages to Chrimar for ALE’s infringement of the ’012 Patent, the ’107 Patent, the ’760 Patent, and the ’838 Patent in the amount of \$324,558.34 for damages as of September 30, 2016.
- Chrimar is further awarded pre-judgment interest on the actual damages found by the jury (\$324,558.34), from the date of July 1, 2015 through the day before entry of this Final Judgment, calculated at the prime rate, compounded quarterly, in the amount of \$18,918.98.
- Chrimar is awarded post-judgment interest on the actual damages, pre-judgment interest, and costs awarded herein, at the rate of 0.83%, compounded annually, as provided by 28 U.S.C. § 1961, from the date of entry of this Final Judgment

through the date upon which Chrimar receives from ALE full payment of the amounts ordered herein.

- The following terms have the following meanings:
 - The term “PoE Standards” shall mean the IEEE 802.3af standard, and any amendment to that standard that uses the same detection or classification protocols, and shall also specifically include the IEEE 802.3at standard, and any amendment to that standard that uses the same detection or classification protocols;
 - The term “PoE PDs” shall mean Powered Devices that implement the PoE Standard(s), including PoE wireless access points, VoIP phones, and IP cameras, and any other devices that are capable of automatically receiving operational power over an Ethernet network in compliance with the PoE Standard(s);
 - The term “PoE PSEs” shall mean Power Sourcing Equipment that implement the PoE Standard(s), including PoE switches, routers, hubs, and repeaters, and any other devices that are capable of automatically providing operational power over an Ethernet network in compliance with the PoE Standards;
 - The term “PoE Products” shall mean PoE PDs and PoE PSEs; and
 - The term “’012 Patent Excluded PDs” means the PoE Products identified in Exhibit A.
- Chrimar is further awarded — for so long as ALE’s infringement of the ’012 Patent, the ’107 Patent, the ’760 Patent, and the ’838 Patent continues — post-

verdict ongoing royalties in the amount of \$1.2067 per Power over Ethernet (“PoE”) port per PoE Product¹ sold beginning on October 1, 2016, and continuing:

- As to PoE PDs that are not ’012 Patent Excluded PDs, through March 4, 2020 (the date of the expiration of the last to expire of the ’012, ’107, and ’760 patents);
 - As to ’012 Patent Excluded PDs, through April 8, 2019 (the date of the expiration of the last to expire of the ’107 and ’760 patents); and
 - As to PoE PSEs, through April 8, 2019 (the date of the expiration of the last to expire of the ’838 and ’760 patents).
- All relief not granted in this Final Judgment is DENIED.
 - All pending motions not previously resolved are DENIED.
 - Chrimar is the prevailing party, and as the prevailing party, Chrimar shall recover its costs from ALE.
 - This is a final judgment.

So ORDERED and SIGNED this 27th day of February, 2017.


JOHN D. LOVE
UNITED STATES MAGISTRATE JUDGE

¹ For avoidance of doubt, in no event will there be more than one royalty assessed per PoE port.

Exhibit A – '012 Patent Excluded PDs

Alcatel-Lucent OmniAccess RAP3 (RAP-3WNP)
Alcatel-Lucent OmniAccess AP41
Alcatel-Lucent OmniAccess 100 Series RAP (OAW-RAP108, OAW-RAP108-US, OAWRAP109, OAW-RAP109-US)
Alcatel-Lucent OmniAccess 175 series (OAW-IAP175P, OAW-AP175P, OAW-AP175POE, OAW-IAP175POE)
Alcatel-Lucent OmniAccess RAP 155 series (OAW-RAP155P, OAW-RAP155P-US)
Alcatel-Lucent OmniAccess 220 series (OAW-AP224, OAW-AP225, PoE injectors)
Alcatel-Lucent OmniAccess 100 Series AP (OAW-AP105, OAW-IAP105, OAW-IAP104, OAW-AP104)
Alcatel-Lucent OmniAccess 110 series AP (OAW-AP114, OAW-IAP114, OAW-IAP114-US, OAW-AP115, OAW-IAP115, OAW-IAP115-US)
Alcatel-Lucent 8340 IP DECT AP
Alcatel-Lucent 4080 IP DECT AP
Alcatel-Lucent OmniAccess 90 series AP (OAW-IAP92, OAW-AP92; OAW-AP93, OAWIAP93, OAW-AP93H)
Alcatel-Lucent OmniAccess 130 series AP (OAW-AP134, OAW-AP135)
Alcatel-Lucent OmniAccess 103 series AP (OAW-AP-103, OAW-IAP-103-RW, OAW-IAP-103-US)
Alcatel-Lucent OmniAccess 270 series (OAW-AP274, OAW-AP275)
Alcatel-Lucent OmniTouch 4135 IP Phone
Alcatel-Lucent 8002 & 8012 Deskphones
Alcatel-Lucent 8 Series IP Touch Phones (4068; 4038, 4028; 4018, 4018EE, 4008, 4008EE)
Alcatel-Lucent OmniTouch 8082 My IC Phone
Alcatel-Lucent 8028, 8038, and 8068, 8068 Bluetooth, Premium Desk Phones
Alcatel-Lucent 9363 Metro Cell Indoor V2 1900/850 MHZ
Alcatel-Lucent 9364 Metro Cell Outdoor V2 1900/850 MHZ
Alcatel-Lucent 9362 Enterprise Cell
Alcatel-Lucent 9362 Enterprise Cell V2.2 2100 MHZ
Alcatel-Lucent 7705 Service Aggregation Router (7705 SAR-H and relevant parts; 7705 SARHc and relevant parts; 7705 SAR-W)
Alcatel-Lucent Indoor 802.11a/b/g/n Wireless Access Point Product Line (OAW-AP93H; OAW-AP68; OAW-AP68P; OAW-AP105; OAW-AP120; OAW-AP121; OAW-AP124; OAWAP125; OAW-AP134; OAW-AP135)